

OFFICE OF THE GENERAL COUNSEL
Division of Operations-Management

MEMORANDUM OM 98-53

July 7, 1998

TO: All Regional Directors, Officers-in-Charge,
and Resident Officers

FROM: Richard A. Siegel, Associate General Counsel

SUBJECT: "Member in Good Standing" Union Security Clauses

This memorandum modifies earlier instructions setting forth the procedures to follow with respect to charges alleging as unlawful union security clauses requiring employees to be "members in good standing". These earlier instructions are set forth in International Brotherhood of Teamsters and Teamsters Local No. 87 (United Parcel Service), Cases 31-CB-10207, 31-CB-10208; International Brotherhood of Teamsters and Teamsters Local No. 381 (United Parcel Service), Case 31-CB-10209, Advice Memorandum dated April 6, 1998 (SAM, ADV-98-02), and Machinists Local 2786 (Lockheed Martin), Case 31-CB-10171, Advice Memorandum dated April 14, 1998 (SAM, ADV-98-12).

These Advice Memoranda directed that if a charge contains other meritorious allegations in addition to allegations implicating the facial validity of a "member in good standing" union security clause and a union refuses to settle the other meritorious allegations and refuses to sign a Jefferson Chemical waiver as to the "member in good standing" allegation, complaint should issue as to the "member in good standing" clause as well as the other meritorious allegations.

In light of developments relating to the Supreme Court's consideration of the lawfulness of a "member in good standing" clause in Marquez v. Screen Actors Guild, U.S. Sup. Ct. Case 97-1056, order of March 23, 1998, granting cert. to 124 F.3d 1034 (9th Cir. 1997), rather than issuing complaint, Regions should submit to the Division of Advice cases alleging as unlawful "member in good standing" union security clauses in addition to other meritorious allegations, where the union involved refuses to settle the meritorious allegations and refuses to sign the Jefferson Chemical waiver (attached to the Advice Memoranda) as to the "member in good standing" clause.

The remainder of the instructions in those Advice Memoranda remain in effect. Thus, where a charge raises no other meritorious allegations in addition to the facial validity of a “member in good standing” clause, the Region should hold the charge in abeyance until further guidance issues from the Board or Supreme Court. As noted, if a charge implicating the facial validity of a “member in good standing” clause also raises other complaint-worthy allegations, the Region should seek a Jefferson Chemical waiver from the Union involved. If the Union signs the waiver, the Region should, absent settlement, issue complaint on the other meritorious allegations and hold the facial validity issue in abeyance. If the Union is willing to settle the other allegations, the settlement agreement should contain Hollywood Roosevelt reservation language.

If you have questions relating to this OM, please contact Associate General Counsel Barry Kearney or Deputy Assistant General Counsel Jane C. Schnabel.

R.A.S.

cc: NLRBU

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